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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

PANKAJ TALWAR,

Plaintiff,

vs.

COPPERSTATE FARMS, LLC; and
COPPERSTATE FARMS
MANAGEMENT, LLC,

Defendants.

Case No.

Judge's Name:

COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Pankaj Talwar ("Plaintiff"), by and through his attorneys, Fox Rothschild LLP and Snell & Wilmer, L.L.P., for his Complaint against Defendants Copperstate Farms, LLC and Copperstate Farms Management, LLC (collectively, "Defendants"), alleges and states as follows:

Preliminary Statement

1. This is an action for (a) specific performance and a declaratory judgment,

1 (b) breach of contract, (c) breach of the covenant of good faith and fair dealing,
2 (d) statutory claim for failure to pay wages, (e) securities fraud, and (f) common law
3 fraud, under the state statutory and common laws of the State of Arizona, all arising from
4 Defendants' attempt to deprive Plaintiff of the equity and remuneration that he was
5 promised when he agreed to be Defendants' President and Chief Executive Officer
6 ("CEO").
7

8 **Jurisdiction and Venue**

9
10 2. The Court has jurisdiction over this action pursuant to 28 U.S.C.
11 § 1332(a)(1) because this is a civil action between a citizen of the State of California and
12 Arizona limited liability companies with their principal places of business also located
13 within the State of Arizona, and the amount in controversy exceeds \$75,000, exclusive of
14 interest and costs.
15

16 3. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(2) because a
17 substantial part of the events or omissions giving rise to the instant claims occurred in this
18 district.
19

20 **The Parties**

21 4. Plaintiff Pankaj Talwar is a California citizen who resides in San Francisco,
22 California.
23

24 5. Upon information and belief, Defendant Copperstate Farms, LLC is an
25 Arizona limited liability company with its principal place of business located at 650 North
26 Industrial Drive, Snowflake, Arizona 85937 and/or 5090 North 40th Street, Suite 170,
27 Phoenix, Arizona 85018.
28

6. Upon information and belief, Defendant Copperstate Farms Management, LLC is an Arizona limited liability company with its principal place of business located at 650 North Industrial Drive, Snowflake, Arizona 85937 and/or 5090 North 40th Street, Suite 170, Phoenix, Arizona 85018 and, upon information and belief, is a wholly-owned subsidiary of Copperstate Farms, LLC.

Background Facts

7. Plaintiff Pankaj Talwar was gainfully employed as CEO of a food and beverage division of an international company and was receiving other potential job opportunities when he was lured away by Defendants to serve as their CEO. Plaintiff accepted Defendants' job offer in large part because Defendants promised him significant equity-based incentives that were estimated to be worth up to \$10 million as long as Plaintiff was able to grow the business in accordance with Defendants' targets. Defendants' offer of equity-based incentives was the primary reason that Plaintiff accepted Defendants' job offer.

8. On or about February 15, 2019, Plaintiff and Defendant Copperstate Farms, LLC entered into an Interim Employment Agreement, under which Plaintiff served as the Interim President & Chief Operating Officer. The Interim Employment Agreement stated that Defendant Copperstate Farms, LLC as “Employer contemplates that within six months ..., [Plaintiff] would become President & Chief Executive Officer as part of a replacement or superseding employment agreement.”

9. The Interim Employment Agreement also sketched out the equity-based incentives that the Parties intended to incorporate into the “replacement or superseding

1 employment agreement.”

2 10. On or about January 31, 2020, Plaintiff and Defendant Copperstate Farms
3 Management, LLC entered into the Employment Agreement (the “Employment
4 Agreement”), under which Plaintiff served as the President & Chief Executive Officer. At
5 that same time, Plaintiff and Defendant Copperstate Farms, LLC entered into the
6 Copperstate Farms LLC Award Agreement (the “Award Agreement”), which described
7 the terms under which Plaintiff’s 6000 Incentive Units (represented to be 3.5% of the
8 Company’s equity) would vest, be subject to repurchase, and/or be subject to accelerated
9 vesting.
10

11 11. Plaintiff’s Employment Agreement promised Plaintiff an annual base salary
12 of \$350,000 and a quarterly performance bonus with a target of up to fifty percent (50%)
13 of his quarterly salary, subject to under and over achievement, based on attainment of
14 specific revenues, cash flows, and EBITDA targets that the Parties mutually agreed upon.
15

16 12. Plaintiff’s Employment Agreement further promised 6000 Incentive Units in
17 Defendant Copperstate Farms, LLC (the “Company”), which were intended to represent
18 “profits interests” in the Company for federal income tax purposes. Pursuant to the
19 Employment Agreement, Plaintiff’s right to share in the distributions of available cash
20 flow and other distributions were limited by the Company’s Operating Agreement and
21 were subject to monthly vesting and accelerated vesting under specified circumstances.
22

23 13. Notably, Section 3(b) of the Award Agreement states that “100 percent of
24 the Unvested Units will vest in full immediately ... if your employment is terminated by
25 the Company other than for Cause or by you for Good Reason ...,” and this provision is
26
27
28

1 incorporated by reference into Plaintiff's Employment Agreement.

2 14. Additionally, Section 9(c) of Plaintiff's Employment Agreement stated that
3 "Employee will be entitled to a severance payment equal to six (6) months of Employee's
4 then-current Base Salary if Employee's employment is terminated by the Company
5 without Cause or by Employee for Good Reason."
6

7 15. Under Plaintiff's leadership, the Company achieved and exceeded the key
8 performance indicator targets that were agreed upon between the Parties. As a result, on
9 or about September 21, 2020, the Company approved a 100% payout of Plaintiff's
10 targeted performance bonus (of 50% of his Salary) in the total amount of \$87,500 for the
11 first and second quarters of 2020 (\$43,750 for each of those two quarters). Similarly, on
12 or about December 10, 2020, the Company approved a 100% payout of Plaintiff's
13 targeted performance bonus in the amount of \$43,750 for the third quarter of 2020.
14
15

16 16. Under Plaintiff's leadership, the Company exceeded the agreed-upon key
17 performance indicator targets for fiscal year 2020. Specifically, in fiscal year 2020, the
18 Company achieved 110% of the net revenue target and further achieved 146% of the
19 EBITDA target. Significantly, the Company's net revenues grew 250% between fiscal
20 year 2018 (prior to Plaintiff's hiring) and fiscal year 2020.
21

22 17. At a meeting with several Board members on March 4, 2020 at the
23 Company's farm in Snowflake, Arizona, Plaintiff requested a formal performance
24 evaluation, with 360 feedback. While Plaintiff had not received any formal feedback on
25 his performance after two (2) years of employment, the Board turned down Plaintiff's
26 request.
27
28

1 18. On April 23, 2021, Plaintiff sent an email to Defendants' Compensation
2 Committee summarizing the delivery of the key performance indicator targets for the
3 fourth quarter of 2020 and requesting that a performance bonus be paid out to him for that
4 quarter in view of the Company's over achievement against key performance indicator
5 targets.
6

7 19. Defendants did not respond to Plaintiff's request for payment of his
8 performance bonus for the fourth quarter of 2020.
9

10 20. Then, on April 30, 2021, without any forewarning or explanation,
11 Defendants terminated Plaintiff's employment – effective immediately – and purportedly
12 for "Cause," even though no "Cause" or other justification was conveyed to Plaintiff
13 either in writing or orally.
14

15 **FIRST CAUSE OF ACTION**
16 **(Specific Performance & Declaratory Judgment)**

17 21. Plaintiff repeats and realleges each and every preceding paragraph as if fully
18 set forth herein.

19 22. Plaintiff's Employment Agreement constitutes a valid and enforceable
20 contract between Plaintiff and Defendants, and the terms thereof are certain and fair.

21 23. Plaintiff has not acted inequitably in any way.
22

23 24. Specific performance of Plaintiff's Employment Agreement – by requiring
24 Defendants to issue 6000 Incentive Units in Copperstate Farms, LLC to Plaintiff – would
25 not inflict hardship upon Defendants or the public that outweighs the anticipated benefit to
26 Plaintiff.
27

28 25. Since the 6000 Incentive Units in Copperstate Farms, LLC is unique and

1 special property that cannot be replicated by an award of damages, Plaintiff has no
2 adequate remedy at law to compensate him for being deprived of the 6000 Incentive Units
3 that Defendants promised him if his employment were terminated without “Cause.”
4

5 26. Accordingly, Plaintiff is entitled to specific performance of his Employment
6 Agreement such that Defendants should be ordered to issue 6000 Incentive Units in
7 Copperstate Farms, LLC to Plaintiff, with all the right and privileges normally
8 appurtenant to such an issuance.
9

10 27. Pursuant to 28 U.S.C. § 2201(a), Plaintiff is also entitled to a judgment
11 declaring that the 6000 Incentive Units to which he is entitled are not subject to
12 repurchase.
13

14 **SECOND CAUSE OF ACTION**
15 **(Breach of Contract)**

16 28. Plaintiff repeats and realleges each and every preceding paragraph as if fully
17 set forth herein.

18 29. Plaintiff’s Employment Agreement constitutes a valid and enforceable
19 contract between Plaintiff and Defendants.

20 30. Plaintiff performed the contract in good faith by serving as the President and
21 Chief Executive Officer of Defendants and satisfactorily performing the duties reasonably
22 assigned by the Board of Directors and/or by the Manager Global Pacific Funding, LLC in
23 connection with developing, updating and implementing Defendants’ approved business
24 plan.
25

26 31. Defendants did not provide Plaintiff with written notice of any Performance
27 Concerns (as that term is defined in Section 9(d) of Plaintiff’s Employment Agreement) at
28

1 any time during Plaintiff's employment by the Defendants.

2 32. Without "Cause" (as defined in Section 9(d) of the Employment Agreement)
3 or other stated reason, Defendants summarily terminated Plaintiff on April 30, 2021 and
4 sought to deprive him of the severance benefits and accelerated vesting of the Incentive
5 Units to which Plaintiff would be entitled in connection with a termination without
6 "Cause."
7

8 33. Defendants breached Plaintiff's Employment Agreement by purporting to
9 terminate Plaintiff's employment for "Cause" when no "Cause" (as defined in Section
10 9(d) of the Employment Agreement) actually existed. Defendants further breached the
11 Employment Agreement (a) by failing to provide Plaintiff with written notice of the
12 specific alleged "Cause" for termination, and (b) by failing to provide Plaintiff written
13 notice of any "Performance Concerns," and (c) by unilaterally declaring that Plaintiff's
14 undescribed "conduct" was not curable.
15
16

17 34. Plaintiff has been damaged by Defendants' breaches in a variety of ways,
18 including, but not limited to: (a) he has been deprived of accelerated vesting of the 6000
19 Incentive Units that he had been awarded, (b) he has been deprived of a severance
20 payment equal to six (6) months of pay, in an amount equal to at least \$175,000, and
21 (c) he has been deprived of a performance bonuses for the fourth quarter of 2020, an
22 overachievement bonus for fiscal year 2020, and a performance bonus for the first quarter
23 of 2021 (totaling at least \$129,719 in bonus pay), and (d) he has been deprived of
24 reimbursement of his Company-related expenses in the amount of at least \$6,452.78.
25
26

27 35. By reason of the foregoing, Defendants are liable to Plaintiff in the amount
28

1 of the value of the accelerated vesting, severance payments, bonuses, and expenses plus
2 interest at 10% per annum and taxable costs.

3
4 **THIRD CAUSE OF ACTION**
5 **(Breach of the Covenant of Good Faith and Fair Dealing)**

6 36. Plaintiff repeats and realleges each and every preceding paragraph as if fully
7 set forth herein.

8 37. Inherent in every contract is an implied covenant of good faith and fair
9 dealing that requires both parties not to act to impair the right of the other party to receive
10 the benefits which flow from their agreement or contractual relationship.

11 38. Despite the absence of any legitimate “Cause” and in order to deprive
12 Plaintiff of the accelerated vesting, severance payments, and performance bonuses that
13 Plaintiff had the right to expect from the contract, Defendants breached the covenant of
14 good faith and fair dealing inherent in Plaintiff’s Employment Agreement by intentionally
15 acting to impair Plaintiff’s right to receive the benefits of the contract.

16 39. Despite the special relationship between the Parties arising from their
17 fiduciary duties to each other, Defendants’ Manager, Members, and/or Board of Directors
18 acted in bad faith with the intent of injuring Plaintiff in order to obtain for themselves the
19 equity that they had promised to Plaintiff in exchange for Plaintiff’s agreement to serve as
20 the Defendants’ President and Chief Executive Officer.

21 40. Plaintiff has been damaged by Defendants’ breaches in a variety of ways,
22 including, but not limited to: (a) he has been deprived of accelerated vesting of the 6000
23 Incentive Units that he had been awarded, (b) he has been deprived of a severance
24 payment equal to six (6) months of pay, in an amount equal to at least \$175,000, (c) he
25
26
27
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1 has been deprived of a performance bonus for the fourth quarter of 2020, an
 2 overachievement bonus for fiscal year 2020, and a performance bonus for the first quarter
 3 of 2021 (totaling at least \$129,719 in bonus pay), and (d) he has been deprived of
 4 reimbursement of his Company-related expenses in the amount of at least \$6,452.78.
 5

6 41. By reason of the foregoing, Defendants are liable to Plaintiff in the amount
 7 of the value of the accelerated vesting, severance payment, bonuses, and expenses, plus
 8 punitive damages, interest at 10% per annum, and taxable costs.
 9

10 **FOURTH CAUSE OF ACTION**
 11 **(Ariz. Rev. Stat. § 23-355 Claim for Failure to Pay**
 12 **Wages – Incentive Units and Bonuses)**

13 42. Plaintiff repeats and realleges each and every preceding paragraph as if fully
 14 set forth herein.

15 43. Defendants procured Plaintiff's services by specifically promising to pay
 16 him 6000 Incentive Units (with accelerated vesting if he were terminated without
 17 "Cause") and quarterly performance bonuses, but now – after receiving the benefit of
 18 Plaintiff's work for more than two (2) years – Defendants seek to evade financial
 19 responsibility for those promises despite the lack of a good faith dispute that such
 20 promises must be kept.
 21

22 44. Pursuant to Plaintiff's Employment Agreement, Defendants agreed to pay
 23 Plaintiff a quarterly performance bonus based on mutually agreed revenue, cash flow, and
 24 EBITDA targets.
 25

26 45. In fact, Section 3(b) of Plaintiff's Employment Agreement specifically
 27 mandated that each quarterly bonus be paid out "within 30 days following the close of the
 28

1 quarter during which such bonus was earned.”

2 46. By December 2020, Defendants had paid Plaintiff’s quarterly performance
3 bonuses for the first, second, and third quarters of 2020. Since Plaintiff had achieved one
4 hundred percent (100%) of his quarterly targets for said quarters, such bonuses were paid
5 at the full target amount of fifty percent (50%) of quarterly salary.
6

7 47. Plaintiff achieved his quarterly target for the fourth quarter of 2020, entitling
8 Plaintiff to a quarterly performance bonus of \$43,750. Additionally, pursuant to Section
9 3(b) of Plaintiff’s Employment Agreement, which provides for overachievement and
10 payment of a performance bonus that exceeds the 50% of salary level, as well as several
11 conversations that Plaintiff had with individual Board members confirming the above,
12 Plaintiff is entitled to receive an overachievement performance bonus for fiscal year 2020.
13 With revenues achieved at 110% of target and EBITDA achieved at 146% of target,
14 Plaintiff was entitled to receive an overachievement bonus for 2020 in the amount of
15 \$49,000. Although Plaintiff requested that these bonuses be paid to him, Defendants
16 failed and refused to pay Plaintiff either his fourth quarter 2020 performance bonus or his
17 2020 overachievement bonus and have raised no dispute over the amount due.
18
19

20 48. Plaintiff achieved eighty-five percent (85%) of his quarterly targets for the
21 first quarter of 2021, entitling him to receive a bonus for that quarter in the amount of
22 \$36,969. Defendants have failed and refused to pay Plaintiff his first quarter 2021
23 performance bonus and have raised no dispute over the amount due.
24
25

26 49. Defendants have also failed to provide Plaintiff with the 6000 Incentive
27 Units to which he is contractually entitled.
28

1 50. The 6000 Incentive Units, the quarterly performance bonuses, and the 2020
2 overachievement bonus each constituted a nondiscretionary piece of Plaintiff's
3 compensation package due to Plaintiff in return for labor or services rendered, are set
4 forth clearly in Plaintiff's Employment Agreement and Award Agreement, and represent
5 compensation that Plaintiff had and continues to have a reasonable expectation to be paid.
6

7 51. The 6000 Incentive Units that Plaintiff "shall be entitled to receive"
8 pursuant to Section 3(b) of Plaintiff's Employment Agreement constitutes "wages" as
9 defined in Arizona Revised Statutes § 23-350(7).
10

11 52. Plaintiff's quarterly performance bonuses and the 2020 overachievement
12 bonus constitute "wages" as defined in Arizona Revised Statutes § 23-350(7).
13

14 53. Pursuant to Arizona Revised Statutes § 23-355, Defendants' failure to pay
15 Plaintiff the 6000 Incentive Units, his last two performance bonuses, and his 2020
16 overachievement bonus entitles Plaintiff to an amount that is treble the amount of all of
17 these categories of compensation.
18

19 54. Since Plaintiff is entitled to \$129,719 in unpaid bonuses, Defendants' failure
20 to pay establishes that Defendants are liable to Plaintiff for treble damages in the amount
21 of \$389,157, plus interest at 10% per annum from the date that each quarterly bonus was
22 required to be paid.
23

24 55. With respect to the 6000 Incentive Units, Plaintiff is entitled to the 6000
25 Incentive Units themselves plus two (2) times the value of such 6000 Incentive Units, plus
26 interest at 10% per annum from the date of Defendants' termination of Plaintiff.
27
28

FIFTH CAUSE OF ACTION
(Ariz. Rev. Stat. § 23-355 Claim for
Failure to Pay Wages – Severance Pay)

56. Plaintiff repeats and realleges each and every preceding paragraph as if fully set forth herein.

57. Defendants procured Plaintiff's services by specifically promising to pay him severance pay, but now – after receiving the benefit of Plaintiff's work for more than two (2) years – Defendants seek to evade financial responsibility for this promise despite the lack of a good faith dispute that such promises must be kept.

58. Defendants have failed to pay Plaintiff the six (6) months of severance pay to which he was contractually entitled.

59. The six (6) months of severance pay constituted a nondiscretionary piece of Plaintiff's compensation package due to Plaintiff in return for labor or services rendered, is set forth clearly in Plaintiff's Employment Agreement, and represents compensation that Plaintiff had and continues to have a reasonable expectation to be paid.

60. Plaintiff's severance pay constitute "wages" as defined in Arizona Revised Statutes § 23-350(7).

61. Pursuant to Arizona Revised Statutes § 23-355, Defendants' failure to pay Plaintiff his severance pay entitles Plaintiff to an amount that is treble the amount of that severance pay.

62. Since Plaintiff is entitled to \$175,000 in severance pay, Defendants' failure to pay establishes that Defendants are liable to Plaintiff for treble damages in the amount of \$525,000, plus interest at 10% per annum from the date that the severance pay was

1 required to be paid.

2 **SIXTH CAUSE OF ACTION**
3 **(Arizona Securities Act, Ariz. Rev. Stat. § 44-1991)**

4 63. Plaintiff repeats and realleges each and every preceding paragraph as if fully
5 set forth herein.

6 64. The 6000 Incentive Units – represented to be 3.5% of the Company’s equity
7 at the time of grant – promised in Plaintiff’s Employment Agreement constitutes a
8 transaction within the State of Arizona involving an offer to sell and/or a sale of securities
9 within the meaning of Ariz. Rev. Stat. § 44-1991.
10

11 65. Defendants engaged in a transaction, practice or course of business that
12 operated as a fraud or deceit upon Plaintiff by purporting to terminate his employment for
13 “Cause” when no “Cause” as defined in the Employment Agreement existed and without
14 offering any written explanation of the purported “Cause,” in order to deprive Plaintiff of
15 the 6000 Incentive Units of the Company’s equity.
16

17 66. Defendants’ decisionmakers in the decision to terminate Plaintiff for
18 “Cause” were the same Manager, Members, and/or Board of Directors who stood to
19 benefit from cutting Plaintiff out of his promised share of the value of the Company’s
20 growth, which Plaintiff was instrumental in causing to occur.
21

22 67. Plaintiff has been damaged by Defendants’ fraud and deceit in an amount to
23 be determined at trial, but not less than the value of the 6000 Incentive Units in Defendant
24 Copperstate Farms, LLC that Plaintiff was promised in his Employment Agreement,
25 punitive damages, interest at 10% per annum, and taxable costs.
26
27
28

SEVENTH CAUSE OF ACTION
(Common Law Fraud)

68. Plaintiff repeats and realleges each and every preceding paragraph as if fully set forth herein.

69. Defendants – through the Board of Directors consisting of Scott Barker, Fife Symington, Kevin Burdette, Brian Cousins,¹ and Jon Ein (“Board of Directors”) – represented to Plaintiff that he would become fully vested in all 6000 Incentive Units in the event that Defendants terminated Plaintiff without “Cause” as defined in Plaintiff’s Employment Agreement.

70. Said representation was false.

71. Said representation was material to Plaintiff as he would not have accepted Defendants’ offer of employment without the promise that his grant of equity (represented to be 3.5% of the Company) would become fully vested in the event of his termination without “Cause.”

72. Defendants – by and on behalf of the Board of Directors – knew that their representation concerning Plaintiff’s entitlement to full vesting of all of the 6000 Incentive Units in the event of termination without “Cause” was false.

73. Defendants intended for Plaintiff to rely upon Defendants’ promise of full vesting of his granted equity in the event of termination without “Cause.”

74. Plaintiff did not know that Defendants’ representation of fully vested equity in the event he was terminated without “Cause” was false and relied to his detriment on

¹ Copperstate Board Director “Brian Cousins” should not be confused with Plaintiff Counsel of Record “Brian S. Cousin.”

1 the representation being true.

2 75. Plaintiff reasonably relied on Defendants' representation.

3 76. Plaintiff suffered proximate injury as a result of the falsity of Defendants'
4 representation when Defendant purported to terminate Plaintiff with "Cause" when no
5 "Cause" existed.

6 77. As a result of Defendants' fraud, Defendants are liable to Plaintiff in an
7 amount equal to the value of the 6000 Incentive Units, interest at 10% per annum,
8 punitive damages, and taxable costs.
9

10 **PRAYER FOR RELIEF**

11 **WHEREFORE**, Plaintiff Pankaj Talwar respectfully requests that this Court grant
12 the following relief:
13

- 14 A. An Order of specific performance requiring Defendants to recognize as fully
15 vested and to issue to Plaintiff the 6000 Incentive Units in Defendant
16 Copperstate Farms, LLC, pursuant to the First Cause of Action;
- 17 B. A Declaratory Judgment pursuant to 28 U.S.C. § 2201(a) that the 6000
18 Incentive Units to which Plaintiff is entitled are not subject to repurchase,
19 also pursuant to the First Cause of Action;
- 20 C. In the alternative to specific performance, an Award of damages to Plaintiff
21 and against Defendants for an amount equal to the value of the 6000
22 Incentive Units, pursuant to the Seventh Cause of Action;
- 23 D. An Award of damages to Plaintiff and against Defendants for six (6) months
24 of severance pay, equal to \$175,000, pursuant to the Second and/or Third
25 Causes of Action;
- 26 E. An Award of damages to Plaintiff and against Defendants for \$6,452.78 in
27 unreimbursed business expenses, pursuant to the Second and/or Third
28 Causes of Action;
- F. An Award of punitive damages in an amount to be determined at trial,

1 pursuant to the Third, Sixth, and/or Seventh Causes of Action;

- 2 G. An award of damages to Plaintiff and against Defendants (1) for double the
3 value of the 6000 Incentive Units (in addition to specific performance of
4 issuance of the 6000 Incentive Units to Plaintiff), and (2) for treble damages
5 for the bonuses that Plaintiff earned and Defendants failed to pay in the
6 amount of not less than \$389,157, plus 10% interest, pursuant to the Fourth
7 Cause of Action;
- 8 H. An award of damages to Plaintiff and against Defendants for treble damages
9 for the severance pay that Plaintiff earned and Defendants failed to pay in
10 the amount of \$525,000, plus 10% interest pursuant to the Fifth Cause of
11 Action.
- 12 I. With respect to Plaintiff's claim for unpaid bonuses and severance pay, in
13 the alternative in the event that the Fourth Cause of Action is not successful,
14 an award of damages in the amount of not less than \$304,719, pursuant to
15 the Second and/or Third Causes of Action;
- 16 J. An award of reasonable attorneys' fees and taxable costs;
- 17 K. An award of pre-judgment and post-judgment interest at a rate of 10% per
18 annum, and taxable court costs in connection with all of the amounts
19 awarded under the Complaint; and
- 20 L. An award of such other and further relief as the Court may deem just,
21 equitable, and proper.
22
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1 Dated: October 27, 2021

FOX ROTHSCHILD LLP

2
3 /s/ Neil A. Capobianco

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